

# **APPENDIX C**

## **INTERAGENCY AGREEMENT BETWEEN THE BUREAU OF RECLAMATION AND THE BUREAU OF LAND MANAGEMENT**

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INTERAGENCY AGREEMENT

BETWEEN

THE BUREAU OF RECLAMATION

AND

THE BUREAU OF LAND MANAGEMENT

December 1982

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Section 1. Purpose: This agreement sets forth the basic principles of the Bureau of Reclamation (Reclamation) and the Bureau of Land Management (BLM) for coordinating land use planning, land resource management, land conveyance and exchange, and cooperative services. It brings coordinated efforts into compliance with recent laws and policies. Reclamation will, when requested, provide expertise in the area of water resources conservation, development and management, to be utilized by BLM in preparing its resource management plans. BLM will, when requested, provide expertise in the areas of land resource, forest, range, oil, gas, and mineral management, to be utilized by Reclamation when preparing its land management plans, and in managing Reclamation administered acquired or withdrawn public lands.

This agreement supersedes the March 8, 1972, agreement. All agreements made supplemental to the 1972 agreement will be reviewed within 5 years, and those that are inconsistent with this agreement will be revised to conform in accordance with section 6 of this agreement or will be cancelled.

Section 2. Authority to Enter into an Agreement: Through delegation of authority from the Secretary of the Interior to the Director of BLM and to the Commissioner of Reclamation, agreements may be executed between Reclamation and BLM to provide for mutually beneficial land and water use planning and management activities. Statutory authority for such agreements includes: section 307, Federal Land Policy and Management Act (FLPMA), 43 U.S.C. 1737; Economy Act, 31 U.S.C. 686; and the Reclamation Act of 1902, 43 U.S.C. Chapter 12, as amended and supplemented.

Section 3. Exchange of Services: Either Reclamation or BLM may request services of and perform services for the other, consistent with law, Executive Orders, the Code of Federal Regulations (CFR), each Bureau's instructions, and this agreement.

Section 4. Reimbursement for Services Rendered: The cost of work performed shall be reimbursable providing such work is not normally performed by the Bureau doing the work, or adequate funding for such work is not provided to that Bureau through the normal appropriation process. The requesting Bureau will transfer funds to the other Bureau to cover the estimated cost of work to be performed. The requesting Bureau will furnish a detailed estimate of the work to be performed. The transfer of funds from one Bureau to the other will be accomplished by the State Director, BLM, and the Regional Director, Reclamation, by means of a journal voucher and effected on the SF-224 by the billed agency in accordance with a specific executed agreement supplemental to this agreement. Except under emergency conditions, no work will be performed which cannot be reimbursed from funds available in the current fiscal year's appropriation. Prior to entering into any supplemental agreements that would require the transfer of funds from BLM to Reclamation, an Economy Act Determination must be prepared and approved by BLM.

Where either Reclamation or BLM has agreed to furnish reimbursable service to the other, the agency requesting the service will supply the other with estimates of the cost of such service, the work to be undertaken, work schedules, and budgetary information necessary for the agency receiving the service request to prepare and support its budget requests for the work involved. Either bureau will assist the other as requested in supporting budget presentations for reimbursable work. Such budgetary information will be provided, whenever possible, 18 months prior to the budget year plus one.

Section 5. Management of Reclamation Withdrawn and Acquired Lands:

A. Reclamation withdrawn and acquired lands on which there are authorized for construction or constructed Reclamation projects.

Reclamation has full management jurisdiction until the withdrawal is revoked or modified, and over acquired lands until the administration is transferred to another Federal or non-Federal agency by agreement or law.

At the request of Reclamation, the responsibility for management of Reclamation withdrawn and acquired lands actively in use for project purposes may be transferred to BLM through the execution of a supplemental agreement. In exercising its management responsibility, BLM will regularly coordinate with Reclamation and undertake only those management activities which would not preclude or adversely affect use of the land for Reclamation project purposes.

B. Reclamation withdrawn lands on which there are no authorized for construction or constructed Reclamation projects.

On Reclamation lands which are not within the boundaries of national forests or under another agency administration and there are no authorized for construction or constructed Reclamation projects, BLM has full administrative responsibility.

In exercising its statutory responsibilities on Reclamation land (such as those relating to the U.S. mining and mineral leasing laws, rights-of-way, and cadastral surveys other than farm-unit surveys, and the Recreation and Public Purposes Act, FLPMA, etc.), BLM, in consultation with Reclamation, shall develop special stipulations, consistent with statutory authority, and terms and conditions, as may be determined necessary by Reclamation, to protect the Reclamation withdrawn and acquired land for Reclamation purposes.

Rights-of-way grants issued for lands to be occupied by Reclamation for project purposes in lieu of a withdrawal will contain a provision for a future agreement specifying management responsibilities.

Section 6. Specific Services Applicable to this Agreement:

A. Withdrawals. All withdrawals will be made, modified, extended, or revoked in accordance with section 204 of FLPMA, and implementing rules and regulations, 43 CFR Part 2300, unless otherwise directed by specific statutes.

Reclamation will file a petition and application for a withdrawal as a method of reserving public lands for project uses when Reclamation: (1) requires administrative and/or management jurisdiction; (2) requires protection for its facilities and project uses against nondiscretionary entries; or (3) intends to transfer administrative and/or management jurisdiction to a third party. Reclamation will apply for a right-of-way for all other uses. In either case, the application will cover no more land than is needed to construct, operate, maintain, and protect Reclamation project uses and will restrict use and entry only to the minimum necessary to protect project interests. When possible, an application will be submitted well in advance of need for the land. Blocking out will be accomplished in accordance with sound real estate and land management practices whenever possible and practical.

A withdrawal to reserve an area for a particular public purpose and/or transfer jurisdiction over surface management and close the lands to nondiscretionary mineral entry and disposal will usually be required for: (1) lands necessary for permanent structures such as dams, reservoirs, large capacity or lined canals, laterals or drains, and powerplants; (2) critical watershed lands on which nondiscretionary mineral entry would likely result in the degradation of water quality; and (3) lands needed for project operation, maintenance and dam safety.

A withdrawal only granting the transfer of surface management jurisdiction and/or reserving the land for a particular public purpose will usually be required for: (1) lands needed to meet present and future fish and wildlife requirements pursuant to the Fish and Wildlife Coordination Act and/or for outdoor recreation as may be authorized by Congress; (2) lands on which sedimentation and/or wave action may occur; and (3) lands necessary for the relocation of roads, railroads, highways and utilities required as a result of project construction or operations.

Rights-of-way will be used where the jurisdiction and protection afforded by a withdrawal is not necessary. Possible examples could include: (1) lands necessary for project works and facilities such as smaller, unlined laterals, drains, pipelines; (2) transmission lines, telephone lines, and roads; (3) lands necessary for operation and maintenance buffers; (4) lands required for scenic areas, open space, greenbelts, etc.; and (5) lands needed for floodplain management.

Within 2 years, or when possible, less, from receipt of a perfected petition or application for a withdrawal or 1 year or less from the

receipt of a perfected right-of-way request, BLM will complete the withdrawal or right-of-way grant process. If the occupancy and use of the land are mandated by law prior to these time limits, or a substantial financial savings will result, BLM and Reclamation will facilitate an accelerated schedule, including an emergency withdrawal or other methods of authorizing Reclamation's entry onto such land.

**B. Withdrawal Review.** Under the provisions of sections 204(f) and 204(1) of FLPMA, BLM is required to review, near the date of expiration, all withdrawals having a definite expiration date, or in the case of withdrawals made prior to October 1976 having no definite expiration date, the mandated review will be completed prior to October 1991. Reclamation and BLM have established schedules for the review of all Reclamation withdrawn lands by 1991.

Reclamation will propose to convert withdrawals, where appropriate, to rights-of-way in accordance with Section 6.A. herein. The withdrawal will be retained where a right-of-way does not provide Reclamation with: (1) the necessary administrative and/or management jurisdiction to perform all current, planned, and known future project uses; (2) sufficient protection for its facilities and project uses against nondiscretionary entries; or (3) the ability to readily transfer administrative or management jurisdiction to a third party, or to maintain such third party jurisdiction. In any event, the reservation of public land by either a withdrawal or right-of-way shall cover no more land than is needed to permit Reclamation the freedom of use and discretionary action necessary to meet all of its stated and implied statutory requirements to construct, operate, maintain, and protect all Reclamation project uses, and will restrict use and entry only to the minimum degree necessary to protect project interests.

Rejustification of withdrawals will be made according to the guidelines contained in the BLM Manual Part 2355.3.

In addition to the scheduled review of Reclamation's withdrawals, Reclamation will review, according to schedules mutually agreed to at the field level, all of its pending withdrawal applications to determine if Reclamation's purposes could be served as well by a right-of-way. If a right-of-way will serve as well, Reclamation will request the withdrawal application be terminated and replaced with a right-of-way application, or if the withdrawal of lands is still needed, Reclamation will act to perfect the withdrawal application. Reclamation will provide BLM a yearly inventory update of its withdrawn and acquired lands. This updated report will be provided to BLM by November 15 of each year to coincide with Public Land Statistics requirements.

**C. Land Sales.** When Reclamation requests relinquishment of withdrawn lands, it may recommend sale of those lands to a specific entity or sale on the open market. If BLM determines that the lands are appropriate



for sale under provisions of section 203 of FLPMA or any other authority, BLM will, within legal constraints, honor Reclamation's recommendation.

In accordance with Departmental Manual delegation, at the request of Reclamation, Reclamation and BLM may enter into a supplemental agreement at the field level providing that Reclamation perform a specific land sale under provisions of section 203 of FLPMA. Such a supplemental agreement may additionally provide that Reclamation perform requisite land use planning prior to land sale, subject to BLM approval of Reclamation prepared plans.

**D. Exchanges.** When Reclamation determines that an exchange of Federal land, either withdrawn or acquired by Reclamation for private land, would be in the best interest of the Federal Government, and Reclamation does not have authority under section 14 of the Act of August 4, 1939 (43 U.S.C. 389), or other direct authority to make such exchange, BLM will, when requested, effect the exchange through its authorities. A supplemental agreement under section 7 of this agreement will be entered into at the field level for each exchange. When Reclamation land to be exchanged is acquired land, Reclamation will prepare a public notice for signature of the Secretary of the Interior and for publication in the Federal Register, which transfers the jurisdiction of the acquired land to BLM, specifically to effect the exchange. Simultaneously with the transfer of jurisdiction over the land to BLM, BLM will publish a notice of realty action as prescribed in 43 CFR 2200.1 and 2200.2 for the proposed exchange segregating the lands involved from operation of the public land laws including the mineral laws. The exchange will be consummated by BLM within 2 years. Reclamation will be responsible for all land appraisals and preparation of legal description and transfer documents. Lands received by BLM in any such exchange will be transferred to Reclamation's jurisdiction in a mutually agreed to form utilizing a right-of-way or withdrawal.

**E. Reservation of Rights-of-way.** When Reclamation proposes to relinquish a withdrawal, or to otherwise dispose of withdrawn land under Reclamation's direct jurisdiction and management on which Reclamation needs or anticipates a need for a right-of-way, Reclamation will, when available, provide to BLM field reports, drawings, and descriptions of any rights-of-way reserved across this land under subsection 4-P of the Factfinders Act of 1924 (43 U.S.C. 417). When mineral entry is requested on Reclamation's withdrawn land, an opening may be granted under the Act of April 23, 1932 (43 U.S.C. 154), and necessary rights-of-way may be reserved, with any conditions or terms of use necessary to protect Reclamation's interests in the land or which have resulted from interagency consultation. Rights-of-way not meeting the criteria of the above laws will be reserved under section 507 of FLPMA.

**F. Granting Rights-of-way.** Reclamation will, within its discretion, authority, and rules (section 10 of the Act of August 4, 1939, 43 U.S.C. 387 and section 28 of the Mineral Leasing Act of 1920, as amended), be

responsible for reviewing requests and granting rights-of-way across its withdrawn and acquired land and facilities (see section 5.A.). Reclamation will furnish BLM's respective State Director with a copy of all grants on withdrawn lands, including maps, which it issues, to be recorded on BLM's Master Title Plats.

When land under this or any other agreement is managed by a third party, Reclamation will coordinate with that party before issuing rights-of-way that would interfere with the activities of the managing party. On all rights-of-way for which Reclamation lacks authority to make a grant, BLM will issue the grant on all withdrawn or acquired lands, after consultation with Reclamation. Such consultation shall include: (1) questions of whether grant should or should not be granted; (2) modification of location of grant from the location applied for; and (3) terms and conditions and stipulations of the grant.

G. Making of Planning Studies and Engineering Investigation on Public Lands. Under the provisions of section 307(a) or other legal authority, Reclamation may enter onto the public lands to make studies and investigations necessary for project purposes, as required or authorized by Congress. Such studies and investigations will be fully coordinated with the BLM to ensure minimum disruption of ongoing programs.

H. Mineral and Geothermal Leases. Except for those minerals and conditions meeting the provisions of section 10 of the Reclamation Projects Act of 1939 (43 U.S.C. 387), leases for mineral, and geothermal resources on all land acquired or withdrawn by Reclamation will be issued by BLM. Applicants for mineral and geothermal leases on such land should be directed to file their applications with BLM's State offices. BLM will, in all issues involving mineral, and geothermal leases on or under Reclamation lands, request that Reclamation determine whether leasing is permissible and if so to provide any stipulations required to protect the interest of the United States. Reclamation will respond to this request for mineral leasing clearance within 60 days when adequate records are readily available. When adequate records are not available, Reclamation will provide an interim progress report within 30 days. BLM will not issue permits, leases, or licenses on acquired or withdrawn lands under Reclamation's management without Reclamation's consent and concurrence on all conditions and stipulations. Reclamation's recommendations on withdrawn lands under BLM management responsibility are advisory only insofar as Reclamation planned or current project uses are not adversely affected.

I. Cadastral Survey. BLM will conduct, on a reimbursable basis, cadastral surveys, resurveys, and investigations on existing and future projects in accordance with: (1) jointly agreed to schedule, provided that Reclamation will notify BLM of needs in sufficient time for it to incorporate the work into its authorized work programs; and (2) Reclamation provides the funds. If BLM is unable to accomplish a cadastral survey within Reclamation's time limits, BLM will perform the work on a

reimbursable basis by contract, or in lieu of private sector contractors, may contract with Reclamation to conduct the surveys with qualified Reclamation surveyors, according to BLM standards and procedures. The assigned Reclamation surveyors must conduct the field work and the survey plats and field notes are to be certified by a Reclamation GS-1373 Surveyor on the Surveyor's Certificate. The survey plat and field notes will be reviewed and, if adequate, be officially accepted by the appropriate BLM State office. The Reclamation cadastral surveyors will be in accordance with 43 CFR 9185.3-1(c).

BLM public land survey corner monuments, which may be destroyed or rendered useless by reason of Reclamation project construction activities, will be referenced and removed and then replaced, if possible, by Reclamation. The monuments will be at least equivalent to those existing prior to project construction.

J. Fire Protection During Project Construction. On lands described in section 5.A., Reclamation is responsible for fire protection. This responsibility may, at Reclamation discretion, be contracted out to other agencies. If Reclamation elects to contract with BLM, then prior to BLM accepting fire protection responsibility over Reclamation lands, Reclamation and BLM will cooperatively develop a mutually acceptable fire plan. Prior to commencing project construction, Reclamation will coordinate with BLM and will formulate fire prevention and control plans and programs, and will provide for fire protection. During project construction, Reclamation will take reasonable precautions and ensure all contractors take precautions to prevent and suppress forest and range fires. When a fire starts on land of either party and spreads to the lands of the other party, the administrator of the land at the point of ignition is responsible for rehabilitating the land of the other party to the degree necessary that previous management objectives can be carried out. This includes, but is not limited to, construction of temporary erosion structures, seeding, reforestation, restoration of improvements, and fencing.

K. Forestry. Forest/woodland resources present on Reclamation acquired or withdrawn lands, as described in section 5.A., are the responsibility of Reclamation, and when such lands are not located within or adjacent to National Forest lands, they may be managed by BLM in accordance with supplemental agreements entered into between BLM State Directors and Reclamation Regional Directors.

Prudent forest management actions will be conducted on these lands to the maximum extent consistent with future use of the land for Reclamation project purposes. When BLM is managing the forest or woodland resources, BLM foresters will coordinate with Reclamation personnel in developing and executing needed management actions.

Sales will be the preferred method of disposing of wood products. All revenues shall be deposited into a treasury account as directed by Reclamation in accordance with applicable statutes.

L. Grazing and/or Beekeeping. On lands under the jurisdiction of Reclamation not located within or adjacent to a National Forest on which grazing and/or beekeeping is compatible with Reclamation's current or planned use of any land area, BLM may, at Reclamation's request, manage grazing and/or beekeeping on those lands, subject to a supplemental agreement made in accordance with this general agreement and under such provisions as Reclamation may deem necessary. On Reclamation withdrawn or acquired land where the management under supplemental agreement is with BLM, all grazing and/or beekeeping leases or permits issued by BLM shall be issued for BLM's normal permit or lease period, but shall include such special stipulations as determined necessary for Reclamation to protect the land or facilities for Reclamation project purposes. When Reclamation determines that within 2 years its needs and uses will no longer be compatible with grazing and/or beekeeping, Reclamation will so notify BLM enabling it to notify the lessees and permittees and terminate the leases and/or permits in accordance with section 402 of FLPMA. Under emergency conditions leases and permits may be terminated with shorter notice.

Grazing and/or beekeeping fees collected by BLM from Reclamation land managed by BLM shall be deposited into a treasury account as directed by Reclamation in accordance with applicable statutes. BLM will furnish, concurrent with the deposit by BLM, a copy of the certificate of deposit showing the date of deposit, fund symbol, amount, and Reclamation project number. When authorized by Reclamation, revenues or fees collected may remain with BLM to serve as Reclamation's reimbursement for work performed.

M. Mining Claims. Where the construction of a Reclamation water resource project requires the clearance of title to public land encumbered by unpatented mining claims, BLM will conduct, on a reimbursable basis, the examination of all unpatented mining claims. If construction is imminent, the agencies will work together to expedite clearance. The validity investigations of mining claims will, whenever possible, be in accordance with jointly agreed to schedules, wherever construction contractual schedules are not the driving force, and time will permit. Whenever possible, Reclamation will notify BLM of its needs in sufficient time for BLM to incorporate the work into its work program. Reclamation will notify BLM at least 30 months before the beginning of the fiscal year in which the work is needed; except when Reclamation finds it cannot give this lengthy notice with respect to clearance of a small area, such as a damsite, pumping plant, substation or radio communication site, then Reclamation and BLM will negotiate a suitable schedule sufficient to protect Reclamation's facilities.

As soon as Reclamation identifies a need for clearance of title work, Reclamation will supply BLM with a statement of the work it needs done, including necessary maps and other pertinent information. BLM will supply Reclamation with estimates of cost, manpower, time required, and other information. The State Director and the Regional Director will make necessary arrangements for incorporating the work into BLM's program.

Upon completion of the validity examination, BLM will notify Reclamation of the findings and recommendations. Where BLM believes mining claims are not supported by discovery, BLM will initiate a contest action and will report to Reclamation on the results of such actions.

N. Recreation. When the management of Reclamation withdrawn or acquired land not located within or adjacent to a National Forest is with Reclamation in accordance with section 5 of this agreement, unless otherwise authorized by Congress, Reclamation's recreation planning, development, and management will be in accordance with Public Law 89-72 (79 Stat. 213). Reclamation will encourage non-Federal public bodies to manage recreation associated with Reclamation's land and water areas. When a non-Federal recreation manager cannot be found, Reclamation will discuss with BLM the option of BLM managing recreation on Reclamation project lands. Supplemental agreements will, if necessary, be utilized to determine the management responsibility and funding reimbursement. The two agencies will assure coordination and cooperation to promote compatibility of recreation development and operation (including compatible recreation fee structure) on adjacent Reclamation/BLM lands. When Reclamation plans recreation development on project lands, it will consider recreation use and recreation potential of BLM administered lands that are adjacent to Reclamation project lands. When BLM plans recreation development on lands adjacent to Reclamation project lands, it will consider recreation use, recreation potential, and previously developed Reclamation recreation plans for authorized or constructed Reclamation projects. If BLM prepares plans or management actions that could alter recreation potential of a Reclamation project that is not yet constructed, BLM will consult with Reclamation.

O. Fish and Wildlife Mitigation and Enhancement. Each agency will coordinate with the other when its plans and activities involve fish and wildlife resources and values related to lands administered by the other. Where water-related projects of either agency involve meeting the requirement of the Fish and Wildlife Coordination Act (FWCA), the agency initiating the action will ensure that the coordination and other requirements of the FWCA are met. Plans for the management of wildlife resources on lands of interest/concern to both agencies shall be developed jointly with the State under authority of the Sikes Act (16 U.S.C. 670 a-f). Management of the lands will be specified in a habitat management plan (HMP) developed for the area. The HMP will become part of Reclamation's land resources management plan for the area. Where a supplemental agreement executed for the specific Reclamation project provides for BLM's implementation of the approved mitigation plans, Reclamation will transfer the funds necessary to enable BLM to carry out its agreed to efforts. State funding and participation will be as specified in supplemental agreements between the agencies cooperating on the specific project, and in accordance with BLM's existing memorandum of understanding with the concerned State wildlife agency. Cooperative programs of both agencies shall be implemented by the State Director and the Regional Director in accordance with the management plan for the project. BLM will be

responsible for funding such projects on its lands or on Reclamation lands where no Reclamation project is planned, and on which withdrawals have not been revoked. Reclamation will provide funding for wildlife management related plans/activities/projects on the withdrawn public lands whenever such plans/activities/projects are for the purpose of mitigating the impacts of Reclamation projects.

**P. Environmental Impact Analyses and Statements.** All actions taken pursuant to this agreement concerning environmental matters will conform to the requirements of the Council on Environmental Quality regulations, 40 CFR Parts 1500-1508, 516 DM-1-7, the Bureau of Reclamation National Environmental Policy Act (NEPA) Handbook, and BLM Guidebooks 1791 and 1792. The agency (BLM or Reclamation) initiating the action which requires NEPA compliance will be the lead agency.

Where BLM or Reclamation proposes an action in an area where both Bureaus have responsibility or interest, the two Bureaus will cooperate in the preparation of the appropriate environmental analysis and, where necessary, the lead agency as defined above will prepare the categorical exclusion checklist, environmental assessment, FONSI, or EIS.

Cultural resource protection and management matters will conform to applicable sections of 36 CFR 60, 63, and 800; Reclamation Instructions Part 376.11 and BLM Manuals 8100, 8110, and 8111.

**Q. Planning Program.** If either agency proposes to prepare a plan, or undertake a study involving lands administered by or affecting the interests of the other agency, the agency proposing to conduct the study will provide notice to the affected agency at the time when it is proposed. The agencies shall fully coordinate their plans and studies allowing ample time for budget considerations. When appropriate, the planning agency's plans may be adopted by the other agency as an amendment to its own land use or resource management planning document. Provisions of 43 CFR 1600 and other appropriate authority will be utilized in revising, amending, or preparing planning or study documents.

Inconsistencies between the plans of the two agencies will be addressed as prescribed by the planning authority of each agency. Differences unresolved through negotiation will be referred to the Assistant Secretary - Land and Water Resources for action as deemed appropriate.

In the preparation of all planning documents, BLM will serve where practicable and legal as the primary supplemental source of expertise for various areas of multiple use land management when so requested by Reclamation. Reclamation will serve where practicable and as requested by BLM as the primary source of expertise in the planning, management, and development of water resources. This does not replace or supplement earlier agreements which either agency has with third parties.

R. Engineering and Technical Services. BLM State Directors may, at any time, request Reclamation Regional Directors for service in connection with the planning, investigation, design, inspection, construction, repair, or rehabilitation of engineering works, including activities under emergency conditions. There is one exception to this procedure. In accordance with DM 753 1.3c, requests for services related to dam safety will be initiated by BLM's Dam Safety Officer, Denver Services Center, or Chief, Division of Engineering, Washington, and submitted to the Reclamation Dam Safety Officer, Engineering and Research Center, Denver, or to the Commissioner, Washington. Requests may be for inspection, site investigations, and other exploratory work necessary to provide projects of a reconnaissance grade, or feasibility grade, with sufficient technical details and costs estimates to support BLM's budget requests.

Requests for engineering services will be made by letter from the State Director to that Regional Director responsible for the area in which BLM's works needing services are located. To the extent practical, such requests shall be made 18 months prior to the budget year plus one, or as early as possible to permit coordination with Reclamation work programs. The requests shall specify the following:

- a. Job requirements;
- b. Nature of the work to be done;
- c. Extent of engineering and other services to be performed;
- d. Schedules to be met; and
- e. Budgetary information.

Where construction work which will cost over \$1,000,000 and will extend over more than one fiscal year includes the issuance of invitations to bids and specifications for construction is to be undertaken by Reclamation for BLM, a separate supplemental agreement covering such work, and the record of its financing, shall be executed between the State Director of BLM and the Regional Director of Reclamation. Reimbursement shall be made promptly upon receipt of information or a detailed statement of cost. Such budgetary information will be supplied, whenever possible, 18 months prior to the budget year plus one. The indirect costs charged for work performed by Reclamation or BLM shall include supportable overhead costs associated with work performed under this agreement and based on the guidelines established in part 346, DM 3.4 of the Departmental Manual. These costs shall not be calculated by using arbitrary factors.

S. Wild and Free-Roaming Horses and Burros. When wild and free-roaming horses or burros inhabit areas crossing administrative boundaries between BLM and Reclamation, their management and protection will be the responsibility of BLM, under its regulations. Upon request from Reclamation, BLM will cooperate in the removal, and relocation or disposal, of such animals from Reclamation lands (see section 5.A.).

T. Salinity Control on Public Land. Each agency will coordinate with the other when its plans and activities involve salinity control efforts in the Colorado River Basin which relate to or affect the other's management responsibilities or the lands administered by the other. Coordination at the field administrative/technical level will be accomplished through Federal interagency Salinity Control Coordinating Committee, and supplemental agreements as needed, by the appropriate State Directors and Regional Directors.

U. Computer Service. Whenever either agency has computer programming, time, or other service, which would be of use to the other agency, and such service is requested, the agency having the desirable program, time, or other service, will, within its time and personnel constraints, provide, on a reimbursable basis, the program, time, or service to the requesting agency. Whenever computer stored information of either agency is compatible with the other agency's computer, and would be of use to the other agency, arrangements will be made for automatic, compatible transfer of such information.

V. Discrepancies in Policy. Where agency differences in policy exist, as described in policy documents and papers of the BLM or Reclamation, the policy of the agency having primary jurisdiction over the lands will prevail.

W. Hydrometeorological Data Collection. Requirements for the collection of hydrometeorological data on BLM lands, including wilderness areas, or wilderness study areas, will be determined mutually in order to establish correlation networks with gages outside such areas to enhance scientific study, or weather modification, to improve water supply forecasting, and for public safety in flood forecasting and flood control operations. Agreement for installation of hydrometeorological data collection devices will be accomplished through the BLM consultation and permit process. Hydromet stations may be placed and maintained within primitive areas, wilderness areas, or wilderness study areas administered by BLM only where approved by BLM, and will be placed and maintained in a manner prescribed by BLM.

X. Road Maintenance. When administratively controlled roads extend across boundary lines between BLM and Reclamation lands, then the agency offices are encouraged to develop local supplemental agreements for exchange of maintenance activities. The purpose of this is to improve efficiency by combining similar or like work across administrative boundaries. All maintenance activities should be accomplished in such a manner so as to protect the environment and performed to a standard that places user safety at the forefront.

Y. Other Specific Services. This agreement may be amended or modified at any time, upon mutual concurrence, to cover any service or requirement overlooked, or developing in the post-signing period. Amendments must be initialed by both agency heads or their designees to become effective.



Section 7. Supplemental Agreements: Supplemental agreements may be entered into by a BLM State Director and a Reclamation Regional Director to implement this master agreement. Those supplemental agreement needs identified within this master agreement that directly affect project authorization will be completed during the planning stage for the project.

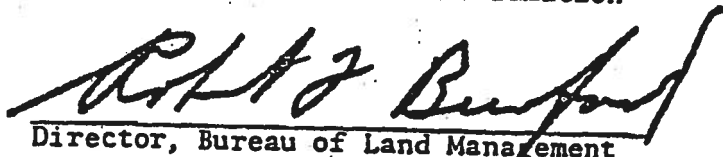
Section 8. Implementation: This agreement is effective upon signature of the heads of both agencies. A copy of this agreement will be distributed by each agency to each State and Regional Director.

Section 9. Renegotiation: This agreement is renegotiable at the option of either party.

Section 10. Termination of Agreement: This agreement may be terminated upon mutual agreement or upon 90 days written notice of either party.

  
Commissioner, Bureau of Reclamation

3/25/83  
Date

  
Director, Bureau of Land Management

3/25/83  
Date

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